A.F.R.

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.7487 of 2022
CNR No-ODHC010183132022

(In the matter of petition under Articles 226 and 227 of the Constitution of India, 1950).

M/s B.D. Company & Ors. .... *Petitioner(s)*

-versus-

Indian Oil Corporation Ltd. and Ors. .... *Opposite Party(s)*

Advocates appeared in the case through Hybrid Mode:

For Petitioner (s) : *Mr. Avijit Patnaik, Adv.*

-versus-

For Opp. Party(s) : *Mr. P.K. Rath, Sr. Adv. along with associate Mr. Debraj Mohanty, Adv.*

CORAM:
DR. JUSTICE SANJEEB K PANIGRAHI

DATE OF HEARING:-13.07.2026
DATE OF JUDGMENT:-31.07.2026

Dr. Sanjeeb K Panigrahi, J.

1. In this Writ Petition, the petitioner seeks a direction from this Court to quash the order dated 30 September 2019 terminating its retail outlet dealership and the appellate order dated 3 March 2022 affirming the termination under the Marketing Discipline Guidelines, 2012.

I. FACTUAL MATRIX OF THE CASE:

2. Succinctly put, the facts of the case are as follows:

(i) M/s B.D. Company was appointed as the dealer of an "A" Site Retail Outlet of Indian Oil Corporation Limited at Vedvyas, Rourkela, under a dealership agreement dated 3 March 2004. The land on which the outlet was established had earlier been leased by the petitioner to IOCL under a registered lease deed dated 27 December 2003 for a period of thirty years. Following the death of the original proprietor, Bishnu Dayal Agarwal, his legal heirs were brought on record as petitioners.

(ii) On 25 February 2017, an inspection of the retail outlet was conducted during which the stock and density of Motor Spirit and High Speed Diesel were examined. The inspection did not record any variation in stock or density beyond the prescribed limits. Thereafter, on 9 March 2017, an industry mobile laboratory inspected the outlet and tested the products available there. The HSD sample conformed to the prescribed parameters, whereas the MS nozzle sample recorded a Final Boiling Point of 233°C against the permissible maximum of 210°C.

(iii) Following the mobile-laboratory result, IOCL suspended the sale and supply of petroleum products from the outlet. Samples of the products, including the retail-outlet sample, tank-truck retention sample and supply-location sample, were collected under the prescribed sampling procedure and sent to the Paradip Laboratory. The MS sample drawn from the retail outlet did not conform to the FBP specification, while the tank-truck retention sample and supply-location sample conformed to the prescribed limits.

(iv) At the request of the petitioner, the retained samples were subsequently sent to the IOCL laboratory at Patna Terminal for retesting. The retail-outlet sample again did not conform to the FBP specification and was reported to have an FBP of 212°C. The supply-location sample passed the test, while the tank-truck retention sample was not tested because the polypropylene seal on its aluminium container was found missing.

(v) IOCL issued a show-cause notice dated 6 May 2017 alleging that the failure of the retail-outlet MS sample constituted adulteration and a critical irregularity under the Marketing Discipline Guidelines, 2012. The petitioner submitted its reply on 24 May 2017. The petitioner also instituted W.P.(C) No. 18284 of 2017 challenging the show-cause notice and suspension of supplies. That writ petition was disposed of on 18 July 2019 with a direction to afford the petitioner an opportunity of personal hearing and conclude the proceedings within three months.

(vi) After considering the replies and submissions of the petitioner, IOCL passed an order dated 30 September 2019 terminating the dealership agreement. A corrigendum dated 10 October 2019 informed the petitioner of its right to approach the Dispute Resolution Panel within thirty days upon payment of a non-refundable fee of ₹5 lakh. The petitioner sought exemption from payment of the fee, but IOCL informed it on 19 November 2019 that the applicable guidelines did not provide for such exemption.

(vii) The petitioner thereafter instituted W.P.(C) No. 1604 of 2020. By order dated 24 January 2020, the Court granted liberty to the petitioner to approach the Dispute Resolution Panel and directed consideration of its request for exemption from the appellate fee. During the pendency of the connected proceedings, Clause 8.9(3) of the MDG was amended and the Executive Director (Retail) was conferred with appellate authority. The Court consequently directed the petitioner to pursue its appeal before the Executive Director.

(viii) The appellate authority, by order dated 3 March 2022, dismissed the petitioner's appeal and affirmed the termination. It recorded that the petitioner had failed to furnish a satisfactory explanation for the repeated failure of the retail-outlet MS sample and held that the termination was in accordance with the MDG, 2012 and the dealership agreement. Aggrieved by the termination order and its affirmation in appeal, the petitioner instituted the present writ petition under Articles 226 and 227 of the Constitution.

II. SUBMISSIONS ON BEHALF OF THE PETITIONER:

3. Learned counsel for the petitioner earnestly made the following submissions in support of his contentions.

(i) The petitioner contends that the essential ingredient of "adulteration" has not been established. According to it, both Clause 5.1.1 of the MDG, 2012 and the Motor Spirit and High Speed Diesel (Regulation of Supply, Distribution and Prevention of Malpractices) Order, 2005 contemplate the illegal or unauthorised introduction of a foreign substance into MS or HSD. None of the laboratory reports identifies the presence, nature, quantity or composition of any foreign substance in the MS sample drawn from the outlet. Mere failure to conform to one BIS parameter, therefore, cannot by itself establish adulteration.

(ii) The petitioner submits that IOCL has improperly treated an "off-specification product" as an "adulterated product". The 2005 Order separately recognises adulteration and sale of an off-specification product as distinct forms of malpractice. Since the product satisfied the other prescribed parameters but failed only the FBP requirement, the case could at most be treated as one involving an off-specification product. Such non-conformity, in the absence of proof of a foreign substance, could not be classified as a critical irregularity warranting termination of the dealership at the first instance.

(iii) The petitioner relies heavily upon the fact that the density of the product at 15°C remained within the permissible limit and that no impermissible stock variation was detected. It contends that the inspection conducted on 25 February 2017 gave the outlet a clean result in respect of stock and density and that the subsequent allegation of adulteration within a few days is inherently doubtful. According to the petitioner, the addition of a foreign substance would ordinarily affect the density or quantity of the product, whereas no such corresponding change was found in the present case.

(iv) The petitioner questions the reliability of the laboratory findings on the ground that the same product yielded different FBP values at different laboratories. The mobile laboratory reported 233°C, the Paradip Laboratory reported 227°C and the Patna Laboratory reported 212°C. IOCL itself acknowledges that such variations may arise because the tests were conducted by different persons using different equipment under different conditions. The petitioner argues that this degree of variation, coupled with the absence of identification of any adulterant, prevents the reports from being treated as conclusive proof of adulteration.

(v) The petitioner further contends that the sampling and testing procedure was not conducted with the degree of fairness and transparency required before imposing the civil consequence of termination. It alleges that the tests were not conducted in the presence of the dealer or its authorised representative, that no independent verification mechanism was made available and that the tank-truck sample was not tested at Patna because of the missing seal. It also argues that the Patna retest was undertaken beyond the ten-day period contemplated under the MDG, thereby affecting the reliability of the process.

(vi) The petitioner submits that IOCL failed to follow the graded scheme of irregularities under the MDG. According to it, IOCL moved directly from the failure of an FBP test to the conclusion of adulteration and thereafter imposed termination as a critical irregularity. The authorities were first required to determine whether the product was merely off-specification or whether a lesser irregularity had been committed. In the absence of proof of a foreign substance, IOCL could not invoke Clause 8.2 and impose the highest penalty without first establishing the foundational facts necessary to constitute adulteration.

(vii) The petitioner alleges violation of the principles of natural justice and procedural fairness. Sale and supply from the outlet were suspended on 9 March 2017, whereas the show-cause notice was issued only on 6 May 2017. Supplies of HSD were also suspended even though the HSD sample had passed the mobile-laboratory test. The petitioner contends that the subsequent notice and hearing became an empty formality because coercive consequences had already been imposed, and that the prolonged suspension adversely affected its business under Articles 14, 19(1)(g) and 21 of the Constitution.

(viii) The petitioner also challenges the competence of the authority passing the termination order. It contends that under Clause 8.8 of the MDG, termination for a critical irregularity is required to be approved by the Regional Head, State Head or Zonal Head of the oil company. Since the General Manager who was allegedly the approving authority himself passed the termination order, there was no independent approval of the proposed action by a superior authority. The petitioner maintains that the absence of such institutional separation vitiates the termination.

(ix) On maintainability, the petitioner contends that the existence of an arbitration clause does not bar the exercise of writ jurisdiction where the action of a public-sector corporation is arbitrary, procedurally unfair or contrary to its own binding guidelines. It also points out that in the earlier proceedings the High Court itself directed the petitioner to pursue the institutional appellate remedy before the Executive Director and IOCL never insisted upon arbitration at that stage. Having participated in the appellate process, IOCL cannot now seek dismissal of the writ petition solely on the ground of an alternative contractual remedy.

(x) The petitioner accordingly submits that the termination order dated 30 September 2019 and the appellate order dated 3 March 2022 proceed on an unsupported presumption that every failure of a BIS specification necessarily amounts to adulteration. Since no foreign substance was detected, the laboratory results were inconsistent and the prescribed procedure was allegedly not followed, both orders are stated to be arbitrary, disproportionate and unsustainable in law and are liable to be quashed.

III. SUBMISSIONS OF THE OPPOSITE PARTIES:

4. Per contra, the learned counsel for the Opposite Parties earnestly made the following submissions:

(i) IOCL raises a preliminary objection to the maintainability of the writ petition on the ground that the dispute arises from a commercial dealership agreement and involves disputed questions concerning sampling, laboratory testing and product quality. The dealership agreement contains an arbitration clause providing an effective alternative remedy. According to IOCL, contractual rights and liabilities of this nature should be adjudicated through arbitration or ordinary civil proceedings and not through the extraordinary jurisdiction of the High Court under Article 226.

(ii) On merits, IOCL contends that the finding of adulteration rests on repeated and consistent laboratory failures rather than on a single isolated result. The MS nozzle sample drawn from the outlet recorded an FBP of 233°C in the mobile laboratory, again failed at the Paradip Laboratory and recorded 212°C upon retesting at Patna against the maximum permissible value of 210°C. In contrast, the supply-location and testable tank-truck samples conformed to the prescribed standards. According to IOCL, this comparison establishes that the product became non-conforming at the retail outlet.

(iii) IOCL submits that the variation in the precise FBP values does not invalidate the test results. Laboratory readings may vary because of differences in equipment, personnel, time and testing conditions, but every relevant retail-outlet sample exceeded the permissible maximum. The material conclusion of all the tests was therefore uniform. IOCL contends that minor variations within the permissible limits of reproducibility cannot displace the consistent finding that the MS available at the outlet failed to meet BIS specifications.

(iv) IOCL disputes the petitioner's assertion that conformity with the density requirement excludes adulteration. It accepts that density at 15°C is an important criterion for assessing product quality but maintains that it is not the sole criterion. A petroleum product can satisfy the density requirement and still fail another mandatory BIS parameter. The final density of a mixture depends upon the density of the products combined, and the absence of an abnormal change in density does not conclusively establish that no foreign substance was introduced.

(v) IOCL contends that the inspection dated 25 February 2017 merely showed that stock variation and density were within permissible limits on that date. It did not amount to a comprehensive clinical determination that the product conformed to every BIS specification, nor did it exclude the possibility of subsequent adulteration. According to IOCL, adulteration may occur at any point after an earlier routine inspection and can be conclusively assessed only through clinical laboratory testing of the product.

(vi) IOCL maintains that failure of the retail-outlet sample to satisfy the prescribed BIS specification constitutes adulteration under Clause 5.1.1 of the MDG, 2012. It rejects the petitioner's attempt to characterise the product as merely off-specification and asserts that repeated failure of the outlet sample, when the corresponding supply-location sample passed, sufficiently indicates the addition of a foreign substance at the outlet. Such adulteration is classified as a critical irregularity under Clause 8.2(i), for which termination at the first instance is the prescribed consequence.

(vii) IOCL submits that the prescribed sampling and testing procedure was duly followed. Samples were drawn under the three-tier procedure and the initial samples reached the Paradip Laboratory within ten days of collection. The subsequent testing at Patna was a retest undertaken at the petitioner's own request, and the ten-day requirement applicable to the initial testing did not govern such a dealer-requested retest. The inability to test the tank-truck sample at Patna arose from the missing seal and does not affect the results of the other properly preserved samples.

(viii) IOCL denies any violation of natural justice. A show-cause notice setting out the allegation of adulteration was issued, the petitioner submitted several replies and a personal hearing was afforded pursuant to the order of the High Court. The explanations and documents produced by the petitioner were considered but were found unsatisfactory. The termination order was thereafter passed under the relevant provisions of the MDG and dealership agreement, and the petitioner was further afforded an appellate remedy before the competent authority.

(ix) IOCL contends that suspension of supplies was expressly authorised by Clause 2.5(H) of the MDG upon failure of a sample in a mobile-laboratory test. The show-cause notice was issued on 6 May 2017, within thirty days of the Patna test report dated 7 April 2017, in conformity with the prescribed timeline. The fact that the

HSD sample passed did not prevent IOCL from taking action in respect of the failed MS sample or from suspending operations pending investigation of a critical quality irregularity.

(x) IOCL further submits that the petitioner cannot claim possession of the outlet merely because it owns the underlying land. The registered lease deed dated 27 December 2003 remains valid for thirty years until 2033 and is independent of the dealership agreement. Upon termination of the dealership, the petitioner ceased to have any authority to operate or obstruct the outlet, while IOCL continued to possess enforceable leasehold rights and remained entitled to operate the premises directly or through an ad hoc dealer.

(xi) IOCL alleges that despite termination and requests to hand over the outlet, the petitioner obstructed the operation of the premises and prevented the ad hoc dealer appointed in 2025 from commencing business. IOCL states that it continued to deposit the contractual lease rent before the High Court and had incurred substantial expenditure in developing the outlet. Continued non-operation, according to IOCL, has caused financial loss to the Corporation and the public exchequer.

(xii) IOCL ultimately contends that the termination followed repeated scientific test failures, issuance of notice, consideration of the petitioner's replies, grant of personal hearing and an appellate examination. The petitioner has failed to demonstrate mala fides, breach of the prescribed procedure or violation of any statutory provision. IOCL therefore seeks dismissal of the writ petition, affirmation of the termination and appellate orders, and permission to operate the retail outlet through an ad hoc dealer until selection of a regular dealer.

IV. COURT'S ANALYSIS AND REASONING

5. Heard learned counsel for the parties and perused the materials placed on record.

6. The petitioner's MS sample repeatedly failed the prescribed FBP specification, while the corresponding supply samples conformed. IOCL therefore treated the irregularity as adulteration and terminated the dealership after notice and hearing. The termination was affirmed in appeal.

7. The petitioner argues that no foreign substance was identified and that the product was merely off-specification. It also questions the test variations, sampling process, penalty imposed and authority approving the termination. On the other hand, IOCL contends that every valid test confirmed non-conformity at the outlet, that the prescribed procedure was followed and that adulteration under the MDG attracts termination at the first instance. It also objects to the writ on the ground of the arbitration clause.

8. The dealership agreement contains an arbitration clause. Ordinarily, disputes arising from such a contract ought to be resolved through arbitration rather than in proceedings under Article 226 of the Constitution. In ***Hindustan Petroleum Corporation Ltd. v. Pinkcity***

Midway Petroleums[1], the Supreme Court held that where the existence of an arbitration clause is admitted, the Court should ordinarily refer the parties to arbitration instead of entering into the merits of the dispute. Questions concerning the scope and applicability of the arbitration clause are also matters for the arbitral tribunal to determine.

9. The rule, however, is not absolute. In ***Harbanslal Sahnia v. Indian Oil Corporation Ltd.***[2], the Supreme Court held that the existence of an alternative remedy does not invariably bar the exercise of writ jurisdiction. The High Court may still interfere where the petition seeks enforcement of a fundamental right, where there has been a violation of the principles of natural justice, or where the impugned action is wholly withoutjurisdiction. The relevant excerpts are produced below:

> *"So far as the view taken by the High Court that the remedy by way of recourse to arbitration clause was available to the appellants and therefore the writ petition filed by the appellants was liable to be dismissed, suffice it to observe that the rule of exclusion of writ jurisdiction by availability of an alternative remedy is a rule of discretion and not one of compulsion. In an appropriate case in spite of availability of the alternative remedy, the High Court may still exercise its writ jurisdiction in at least three contingencies: (i) where the writ petition seeks enforcement of any of the Fundamental Rights; (ii) where there is failure of principles of natural justice or, (iii) where the orders or proceedings are wholly without jurisdiction or the vires of an Act and is challenged."*

10. In the abovementioned precedent, the writ petition was entertained because the termination of the dealership was found to rest on

[1] (2003) 6 SCC 503
[2] (2003) 2 SCC 107

irrelevant and non-existent grounds. The decision therefore does not dispense with the rule of alternative remedy. It recognises only a limited exception where the impugned action discloses a clear public law infirmity warranting interference under Article 226.

11. In the present case, IOCL did not raise the arbitration clause as objection during the earlier proceedings. The parties instead pursued the appellate remedy available under the MDG pursuant to the directions of this Court.The petitioner has also alleged arbitrariness and violation of natural justice. The record, however, shows that the petitioner was informed of the test results, permitted to seek retesting, served with a show-cause notice and afforded both written and oral hearing before the termination order was passed.

12. The dispute essentially concerns the correctness of the finding of adulteration and the action taken under the dealership agreement and the MDG. No material has been placed to show that IOCL acted beyond its authority, discriminated against the petitioner or denied it a reasonable opportunity of hearing. The mere termination of a commercial dealership does not, by itself, establish infringement of Articles 14, 19 or 21. The exceptional grounds recognised in Harbanslal Sahnia are therefore not clearly made out.

13. Nevertheless, the petitioner has already exhausted the institutional appellate remedy pursuant to the earlier orders of this Court. The controversy has been fully argued and the relevant material is available on record. Relegating the parties to arbitration at this stage would only prolong the dispute. This Court, therefore, proceeds to examine the limited question whether the impugned orders suffer from arbitrariness, procedural illegality or any other public law infirmity warranting interference under Article 226 of the Constitution.

14. The principal question is whether the failure of the MS Sample amounted to adulteration under Clause 5.1.1 of the MDG, 2012. The said clause does not confine adulteration to cases where a particular foreign substance is separately identified. It also covers a case where the results of the sample under scrutiny and the reference sample do not fall within the reproducibility or permissible limits of the prescribed test method.

15. In the present case, the MS sample drawn from the retail outlet recorded an FBP of 233°C in the mobile laboratory, 227°C at the Paradip Laboratory and 212°C upon retesting at Patna. Each result exceeded the maximum permissible limit of 210°C. The supply-location sample conformed to the prescribed specification. The tank-truck retention sample also passed at Paradip, though it could not be retested at Patna due to the missing seal. Thus, the material before the authorities consistently showed conformity at the source and failure at the retail outlet.

16. The variation in the precise readings does not render the finding unreliable. The relevant fact is that every test conducted upon the retail-outlet sample recorded an FBP beyond the prescribed limit. Similarly, conformity with the density requirement does not establish conformity with all other BIS parameters. Density is only one of several specifications governing the quality of the product.

17. The petitioner's contention that no foreign substance was identified cannot therefore be accepted. Clause 5.1.1 expressly permits adulteration to be established by comparison of the outlet sample with the corresponding reference sample. The repeated failure of the outlet sample, when considered with the conformity of the source sample, provided a reasonable basis for the authorities to conclude that the product had become non-conforming at the retail outlet. The finding cannot be termed unsupported, arbitrary or perverse.

18. In ***Indian Oil Corporation Ltd. v. R.M. Service Centre***[3]**,** the Supreme Court upheld the termination of a dealership where successive samples revealed the same deviation and the dealer had been afforded notice, retesting and an opportunity to respond. The Court held that action taken in accordance with the MDG constituted enforcement of the dealer's contractual obligations. The Court held as follows:

> *"18. There was variation in stock beyond permissible limits. In case of positive stock variation beyond permissible limits and on account of failure of sample, action in line with that of adulteration is to be initiated. The adulteration in these circumstances is a critical irregularity falling in Clause 8.2 of the Guidelines and the action required to be taken is termination of the dealership. However, in case of stock variation beyond permissible limits and the sample passing the quality test, it leads to suspension of sale and supply for fifteen days in the first instance, suspension of sale and supply for thirty days in the second instance and termination of dealership in the third instance. In this case, since the stock variation was beyond permissible limits and the sample failed, therefore, the action was rightly taken*

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[3](2019) 19 SCC 662

> *under Clause 5.1.11 of the Guidelines which is a critical irregularity when read with sub-clause (i) of Clause 8.2 and sub-clause (iv) of Clause 8.3 of the Guidelines.*
>
> ...
>
> *Consequently, we find that order passed by the High Court is not legal and sustainable and, thus, the same is set aside..."*

19. The plea that the excess area falls within a numerical limit, therefore, does not by itself confer a right to compounding when the construction also violates mandatory planning requirements and was raised without the statutory approval.

20. The principle applies to the present case, where the initial failure was confirmed upon further testing and the petitioner was afforded notice, hearing and an appellate remedy.

21. Adulteration under Clause 5.1.1 is classified as a critical irregularity under Clause 8.2 of the MDG, for which termination at the first instance is prescribed. The authorities were therefore not required to treat the matter as a lesser irregularity merely because the failure related to one specification. This Court cannot substitute its own assessment for the technical conclusions of the laboratories when the findings are supported by the record and the prescribed procedure has substantially been followed. No ground for interference with the finding of adulteration is therefore made out.

22. The petitioner has also questioned the sampling and testing procedure. The record, however, shows that the nozzle samples were drawn on 9 March 2017 in the presence of the petitioner's representative and were forwarded to the Paradip Laboratory within the period contemplated under Clause 2.4.4 of the MDG, 2012. The said clause requires that samples should preferably reach the laboratory within ten days. The expression used is directory and does not make every test conducted thereafter invalid. In any event, the Patna retest was undertaken at the petitioner's own request and confirmed that the FBP of the retail-outlet sample exceeded the prescribed limit.

23. The absence of the petitioner's representative during laboratory testing does not, by itself, affect the validity of a properly drawn and sealed sample. The inability to retest the tank-truck retention sample at Patna due to the missing seal also does not invalidate the results of the other samples. The retail-outlet sample repeatedly failed the FBP specification, while the supply-location sample conformed.

24. The plea of violation of natural justice is equally without substance. IOCL issued a show-cause notice dated 6 May 2017 setting out the allegation of adulteration. The petitioner submitted its reply on 24 May 2017 and was thereafter afforded a personal hearing pursuant to the order passed by this Court in W.P.(C) No. 18284 of 2017. The termination order was passed only after consideration of the petitioner's replies and oral submissions.

25. The earlier suspension of sales did not render the subsequent proceedings an empty formality. Suspension pending examination of a suspected quality irregularity was distinct from the final decision to terminate the dealership. Since the petitioner was informed of the test results, permitted to seek retesting and afforded notice and hearing before the final order, the requirements of procedural fairness stood satisfied.

26. The contention that IOCL failed to follow the graded penalty structure of the MDG, 2012 cannot be accepted. Adulteration under Clause 5.1.1 is classified as a critical irregularity under Clause 8.2 and attracts termination at the first instance. The lesser penalties contemplated under Clause 8.3 apply to irregularities falling within that category. Once the authorities reasonably found that the retail-outlet sample satisfied the definition of adulteration, IOCL was not required to treat the matter as a minor or first-time irregularity.

27. The plea that termination was disproportionate is also without merit. The dealership agreement incorporated the MDG and the petitioner was bound by the consequences prescribed therein. The penalty was not selected arbitrarily by the authority but followed from the classification of the established irregularity under the governing guidelines.

28. In exercise of writ jurisdiction, this Court does not sit in appeal over the penalty expressly prescribed by the contractual framework. In the absence of arbitrariness, mala fides or departure from the applicable guidelines, the Court cannot substitute a lesser penalty merely because it may appear more lenient. The decision to terminate the dealership therefore calls for no interference on the ground of proportionality.

V. CONCLUSION:

29. For the reasons stated above, this Court finds that the action of IOCL is supported by the laboratory reports and the provisions of the MDG,

2012. The prescribed procedure of sampling, testing, issuance of notice and grant of hearing was substantially followed. Upon the irregularity being classified as adulteration, termination was the penalty prescribed under the applicable guidelines.

30. The severity of the consequence, by itself, cannot furnish a ground for interference under Article 226 of the Constitution. This Court finds no arbitrariness, procedural illegality, mala fides or violation of any statutory or fundamental right in the decision-making process. Accordingly, the termination order dated 30 September 2019 and the appellate order dated 3 March 2022 are upheld.

31. Accordingly, the Writ Petition being devoid of merit is **dismissed**.

32. Interim order, if any, passed earlier stands vacated.

(Dr. Sanjeeb K Panigrahi)
Judge

Orissa High Court, Cuttack,
Dated the 31st July, 2026